
Investors should have sufficient knowledge and experience of financial and business matters to evaluate the merits and risks of investing in a particular issue of Euro Medium Term Notes as well as access to, and knowledge of, appropriate analytical tools to assess such merits and risks in the context of their financial situation. Certain issues of Euro Medium Term Notes are not an appropriate investment for investors who are unsophisticated with respect to the applicable interest rate indices, currencies, other indices or formulas, or redemption or other rights or options. Investors should also have sufficient financial resources to bear the risks of an investment in Euro Medium Term Notes. For a more detailed description of the risks associated with any investment in the Notes investors should read the section of the Debt Issuance Programme Prospectus headed “*Risk Factors*”.

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the **SEC**), any State securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing Authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or adequacy of this Debt Issuance Programme Prospectus. Any representation to the contrary is a criminal offence in the United States.

Any purchaser of the Notes will be deemed to have represented and agreed that they (i) have the knowledge and sophistication independently to appraise and understand the financial and legal terms and conditions of the Notes and to assume the economic consequences and risks thereof; (ii) to the extent necessary, have consulted with their own independent financial, legal or other advisers and have made their own investment, hedging and trading decisions in connection with the Notes based upon their own judgement and the advice of such advisers and not upon any view expressed by the Issuer or the Dealer; (iii) have not relied upon any representations (whether written or oral) of any other party, and are not in any fiduciary relationship with the Issuer or the Dealer; (iv) have not obtained from the Issuer or the Dealer (directly or indirectly through any other person) any advice, counsel or assurances as to the expected or projected success, profitability, performance, results or benefits of the Notes, and have agreed that the Issuer and the Dealer do not have any liability in that respect; (v) have not relied upon any representations (whether written or oral) by, nor received any advice from, the Issuer or the Dealer as to the possible qualification under the laws or regulations of any jurisdiction of the Notes described in these Final Terms and understand that nothing contained herein should be construed as such a representation or advice for the purposes of the laws or regulations of any jurisdiction.

3 February 2011

**Series 30683/11.2
Tranche 1**

SOCIÉTÉ GÉNÉRALE

**Issue of €80,000,000 Fixed Rate Credit Linked Notes due 15 October 2019
under the €125,000,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

The Notes described herein are designated as Permanently Restricted Notes. As a result, they may not be legally or beneficially owned at any time by any U.S. Person (as defined in Regulation S) and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.

By its purchase of a Note, each purchaser will be deemed or required, as the case may be, to have agreed that it may not resell or otherwise transfer any Note held by it except outside the United States in an offshore transaction to a person that is not a U.S. Person.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading “*Terms and Conditions of the English Law Notes and the Uncertificated Notes*” in the Debt Issuance Programme Prospectus dated 27 April 2010, which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the Prospectus Directive). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Debt Issuance Programme Prospectus and any Supplement(s) to such Debt Issuance Programme Prospectus published prior to the Issue Date (as defined below) (**Supplement(s)**); provided, however, that to the extent such Supplement (i) is published after these Final Terms have been signed or issued and (ii) provides for any change to the Conditions as set out under the heading “*Terms and Conditions of the English Law Notes and the Uncertificated Notes*”, such change(s) shall have no effect with respect to the Conditions of the Notes to which these Final Terms relate. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Debt Issuance Programme Prospectus and any Supplement(s). Prior to acquiring an interest in the Notes described herein, prospective investors should read and understand the information provided in the Debt Issuance Programme Prospectus and any Supplement(s) and be aware of the restrictions applicable to the offer and sale of such Notes in the United States or to, or for the account or benefit of, U.S. Persons. Copies of the Debt Issuance Programme Prospectus, any Supplement(s) and these Final Terms are available for inspection from the head office of the Issuer, the specified offices of the Paying Agents and, in the case of Notes admitted to trading on the regulated market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The binding language for the issue of the Notes subject to these Final Terms shall be the English language.

- | | | |
|-----------|-----------------------------|------------------|
| 1. | Issuer: | Société Générale |
| 2. | (i) Series Number: | 30683/11.2 |
| | (ii) Tranche Number: | 1 |

3. **Specified Currency or Currencies:** Euro or €
4. **Aggregate Nominal Amount:**
- (i) Tranche: €80,000,000
- (ii) Series: €80,000,000
5. **Issue Price:** 99.80 per cent. of the Aggregate Nominal Amount
6. **Specified Denomination:** €1,000 (the **Nominal Amount**).
7. **(i) Issue Date :** 7 February 2011
- (ii) Interest Commencement Date** 6 May 2011
8. **Maturity Date:** Subject to the provisions of paragraph 24 below, the Maturity Date shall be the later of:
- (a) 15 October 2019 (the **Scheduled Maturity Date**);
or
- (b) the Cash Settlement Date if a Funding Bond Event Notice is delivered during the Notice Delivery Period (all as defined in Schedule 1 hereto).
9. **Interest Basis:** Fixed Rate
- (further particulars specified below)
10. **Redemption/Payment Basis:** Credit Linked.
- Redemption at the Final Redemption Amount on the Scheduled Maturity Date, subject as otherwise provided in these Final Terms.
- (further particulars specified below).
11. **Change of Interest Basis or Redemption/Payment Basis:** Not Applicable
12. **Put/Call Options:** Not Applicable
13. **Status of the Notes:** Unsubordinated
14. **Method of distribution:** Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions:** Applicable
- (i) **Rate of Interest:** Subject to paragraph 15(viii) below, the amount of interest payable per Note on the Interest Payment Date shall be equal to the product of (i) 54.00 per cent.

and (ii) the Specified Denomination.

(ii)	Interest Payment Date:	The Scheduled Maturity Date
(iii)	Business Day Convention:	Not Applicable
(iv)	Fixed Coupon Amount:	Not Applicable
(v)	Broken Amount:	Not Applicable
(vi)	Day Count Fraction:	Not Applicable
(vii)	Determination Date(s):	Not Applicable
(viii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	If a Funding Bond Event Determination Date occurs during the Notice Delivery Period, no interest will accrue or be payable on the Interest Payment Date (all as defined in Schedule 1 hereto).
16.	Floating Rate Note Provisions:	Not Applicable
17.	Zero Coupon Note Provisions:	Not Applicable
18.	Index Linked Interest Note Provisions:	Not Applicable
19.	Dual Currency Note Provisions:	Not Applicable
PROVISIONS RELATING TO PHYSICAL DELIVERY		
20.	Physical Delivery Note Provisions:	Not Applicable
PROVISIONS RELATING TO REDEMPTION		
21.	Issuer's optional redemption (other than for taxation reasons):	Not Applicable
22.	Redemption at the option of the Noteholders:	Not Applicable
23.	Final Redemption Amount:	100 per cent. of the Nominal Amount of each Note then outstanding, subject to the provisions of Schedule 1 hereto.
24.	Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default and/or the method of calculating the same (if required or if different from that set out in Condition 7(h) of the Terms and Conditions of the English Law Notes and the Uncertificated Notes and 6(h) of the Terms and Conditions of the French Law Notes):	Market Value

25. **Credit Linked Notes provisions:** Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. **Form of Notes:**

(i) **Form:** Non-U.S. Registered Global Note registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg.

(ii) **New Global Note:** Not Applicable

27. **“Payment Business Day” election in accordance with Condition 6(g) of the Terms and Conditions of the English Law Notes and the Uncertificated Notes or other special provisions relating to Payment Business Days:** Following Payment Business Day

28. **Additional Financial Centre(s) for the purposes of Condition 6(g) of the Terms and Conditions of the English Law Notes and the Uncertificated Notes:** Paris, London and TARGET2

29. **Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes:** Not Applicable

30. **Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay:** Not Applicable

31. **Details relating to Instalment Notes:** Not Applicable

32. **Redenomination applicable:** Redenomination not applicable

33. **Clearing System Delivery Period (Condition 15 of the Terms and Conditions of the English Law Notes and the Uncertificated Notes (*Notices*)):** Same Day Delivery

34. ***Masse* (Condition 13 of the Terms and Conditions of the French Law Notes):** Not Applicable

35. **Swiss Paying Agent(s):** Not Applicable

36. **Portfolio Manager:** Not Applicable

37. **Other final terms:** Applicable. See Schedule 1 hereto.

38. **Governing law:** The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed

by, and shall be construed in accordance with, English law.

DISTRIBUTION

39. (i) If syndicated, names of Managers: Not Applicable
- (ii) Date of Syndication Agreement: Not Applicable
- (iii) Stabilising Manager (if any): Not Applicable
40. **If non-syndicated, name and address of relevant Dealer:** Société Générale Bank & Trust
11 avenue Emile Reuter
2420 Luxembourg
Luxembourg
41. **Total commission and concession:** There is no commission and/or concession paid by the Issuer to the Dealer or the Managers
42. **Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable:** Not Applicable
43. **Additional selling restrictions:** **Applicable:**
The Notes may not be legally or beneficially owned at any time by any U.S. Person (as defined in Regulation S) and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.
44. **Additional U.S. Tax Disclosure:** Not Applicable

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the issue of the Notes and admission to trading on the regulated market of the Luxembourg Stock Exchange by Société Générale pursuant to its €125,000,000,000 Euro Medium Term Note Programme for which purpose they are hereby submitted.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms prepared in relation to Series 30683/11.2, Tranche 1.

PART B – OTHER INFORMATION**1. LISTING AND ADMISSION TO TRADING**

- (i) **Listing:** Application has been made for the Notes to be listed on the official list of the Luxembourg Stock Exchange.
- (ii) **Admission to trading:** Application has been made for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange with effect from or as soon as practicable after the Issue Date.

2. RATINGS

The Notes to be issued have not been rated.

3. NOTIFICATION AND AUTHORISATION

The *Commission de surveillance du secteur financier* has provided the *Autorité des marchés financiers* (the **AMF**), France with a certificate of approval attesting that the Debt Issuance Programme Prospectus has been drawn up in accordance with the Prospectus Directive.

The Issuer has authorised the use of these Final Terms and the Debt Issuance Programme Prospectus dated 27 April 2010 by the Dealer and Barclays Bank PLC, Paris Branch (the **Distributor** and, together with the Dealer, the **Financial Intermediaries**) in connection with offers of the Notes to the public in France for the period set out in paragraph 13 below.

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the Dealer or the Distributor, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

Société Générale as Issuer expects to enter into hedging transactions in order to hedge its obligations under the Notes. Should any conflicts of interest arise between (i) the responsibilities of Société Générale as Calculation Agent for the Notes and (ii) Société Générale's hedging transactions, Société Générale hereby represents that such conflicts of interest will be resolved in a manner which respects the interests of the Noteholders

5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) **Reasons for the offer:** See "Use of Proceeds" in Debt Issuance Programme Prospectus
- (ii) **Estimated net proceeds:** Not Applicable
- (iii) **Estimated total expenses:** Not Applicable

6. YIELD (*Fixed Rate Notes only*)

Indication of yield: Applicable

Assuming no Funding Bond Event Determination Date occurs during the Notice Delivery Period, the yield on the Notes will be equal to 5.24 per cent. per annum

(all as defined in Schedule 1 hereto).

7. **HISTORIC INTEREST RATES** (*Floating Rate Notes only*)

Not Applicable

8. **PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING** (*Index Linked Notes only*)

Applicable. See the provisions of Part A of these Final Terms and the provisions of Schedule 1 hereto.

Investors should note that this is not a capital guaranteed product. In a worst case scenario, investors could lose their entire investment.

Investors should also note that under these Notes, Noteholders will receive a fixed interest amount on the Scheduled Maturity Date subject to the occurrence of a Funding Bond Event Determination Date during the Notice Delivery Period (all as defined in Schedule 1 hereto), in which such case the Noteholders shall not receive any interest amount on such date.

Therefore, investors should make an investment decision on this product only after careful consideration with their advisors as to the suitability of this product in the light of their particular financial circumstances.

9. **PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT** (*Dual Currency Notes only*)

Not Applicable

10. **INFORMATION REQUIRED FOR SIS NOTES TO BE LISTED ON THE SIX SWISS EXCHANGE**

Not Applicable

11. **OPERATIONAL INFORMATION**

(i) **ISIN Code:** XS0586045261

(ii) **Common Code:** 58604526

(iii) **Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, *société anonyme* or Euroclear France or Euroclear UK & Ireland Limited and the relevant identification number(s):** Not Applicable

(iv) **Delivery:** Delivery against payment

(v) **Names and addresses of Additional Paying Agent(s) (if any):** Not Applicable

(vi) **Name and address of Issuer Agent in relation to Uncertificated Notes:** Not Applicable

- (vii) **Intended to be held in a manner which would allow Eurosystem eligibility:** No
12. **Address and contact details of Société Générale for all administrative communications relating to the Notes:**
- Société Générale
17, Cours Valmy
92987 Paris La Défense Cedex
- Name: Sales Support Services - Equity Derivatives
Tel: +33 1 42 13 86 92 (Hotline)
Fax: +33 1 58 98 35 53
Email: clientsupport-deai@sgcib.com
valuation-deai@sgcib.com
13. **PUBLIC OFFERS**
- (i) **Offer Period:** The Notes issued on the Issue Date will be initially fully subscribed by SG Option Europe and subsequently offered to the public in the secondary market, in France, from and including the Issue Date to and including the Effective Date
- (ii) **Offer Price:** The Issuer has offered the Notes to the Dealer at the initial issue price of 99.80 per cent. of the Aggregate Nominal Amount. Notes will subsequently be offered to the public at an offer price (the **Offer Price**), calculated as follows:
- $$\text{Offer Price}(t) = 99.80\% \times (1 + 0.80\% \times \text{Nb}(t)/360) \times \text{Specified Denomination}$$
- Where:
- Offer Price(t)** means the offer price on date "t"
- Nb(t)** means, the number of calendar days between the Issue Date and such date "t"
- (iii) **Conditions to which the offer is subject:** Offers of the Notes are conditional on any additional conditions set out in the standard terms of business of the Financial Intermediaries and notified to investors by such relevant Financial Intermediaries
- (iv) **Details of the method and time limits for paying up and delivering the Notes:** The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. Notes will be offered to Investors in accordance with this paragraph 13 and Investors will be notified by the relevant Financial Intermediary of their allocations of Notes and the settlement arrangements in

respect thereof.

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| <p>(v) Categories of potential investors to which the Notes are offered:</p> | Offers may be made by the Financial Intermediaries in Luxembourg and jurisdictions into which the Debt Issuance Programme Prospectus has been passported (including, for the avoidance of doubt, France) to any person. |
| <p>(vi) Amount of any expenses and taxes specifically charged to the subscriber or purchaser:</p> | Any expenses or taxes specifically charged to the subscriber or purchaser, if any, will be set out in the standard terms of business of the Financial Intermediaries |

Post-issuance information: The Issuer does not intend to provide any post-issuance information in relation to any assets underlying issues of Notes constituting derivative securities.

SCHEDULE FOR EQUITY LINKED NOTES Not Applicable

SCHEDULE 1

1. Funding Bond Event and Final Redemption Amount

If a Funding Bond Event has occurred, as determined by the Calculation Agent, in the period from and including the Launch Date to and including the Last Funding Bond Event Occurrence Date and a Funding Bond Event Notice and a Notice of Publicly Available Information are delivered during the Notice Delivery Period by or on behalf of the Issuer to the Clearing System and/or the Noteholders, then the Issuer will no longer be liable for the payment of the Final Redemption Amount on the Scheduled Maturity Date or on the Maturity Date, as the case may be, and will, in full and final satisfaction of its obligations hereunder in respect of the redemption of each Note, pay or procure payment of the Cash Settlement Amount on the Cash Settlement Date.

2. Definitions

For the purposes of these Final Terms the following terms shall have the definitions set out below:

Business Days means, for the purposes of this Schedule 1 only, a day on which (i) commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Paris and London and (ii) the TARGET2 system is operating

Calculation Agent means Société Générale. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer and the Noteholders in the absence of manifest error

Cash Settlement Amount means in respect of each Note, an amount equal to the product of the Funding Bond Price multiplied by the Nominal Amount of each Note

Cash Settlement Date means the later of (a) the Scheduled Maturity Date and (b) the fourth (4th) Business Day following the Market Value Determination Date

Dealers means, for the purposes of this Schedule 1 only, JP Morgan Chase & Co, Morgan Stanley, Credit Suisse, Goldman Sachs International, Deutsche Bank AG, Commerzbank AG, UBS AG, Bank of America Merrill Lynch, Barclays Bank PLC, BNP Paribas S.A., Citigroup Global Markets Limited, HSBC Bank Plc, Société Générale and any additional first class dealer in obligations of the type of obligations for which Full Quotation are to be obtained, as selected by the Calculation Agent

Effective Date means 6 May 2011

Full Quotation means in respect of a Funding Bond, a firm bid quotation, excluding accrued interests, obtained by the Issuer from a Dealer for an amount of the Funding Bond at least equal to the Outstanding Aggregate Nominal Amount

Funding Bond means the bond issued by the Funding Bond Issuer with ISIN: XS0454984765, maturity: 30/09/2019 and coupon: 5.375%

Funding Bond Event means any of the following events:

- (a) a Funding Bond has become capable of being declared due and payable or has become due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described in the terms and conditions governing such Funding Bond as of the

Effective Date, notwithstanding any change due to the adoption, after the Effective Date, of any change in any applicable law or regulation (including without limitation, any tax law) or due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), including as a result of a failure to make any required payment, provided that the Funding Bond Issuer fails to make a payment due under the Funding Bond and such failure is not remedied on or before the third Business Days (included) immediately following the relevant scheduled payment date, notwithstanding any grace period set forth in the terms and conditions governing such Funding Bond; or

- (b) the Funding Bond is redeemed below par in accordance with its terms; or
- (c) any amount to be received by the Issuer under the Funding Bond would be reduced or paid in or exchanged into another form due to the adoption, after the issue date of the Funding Bond, of any change in any applicable law or regulation (including without limitation, any tax law) or due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction); or
- (d) an early redemption at par of the Funding Bond other than in accordance with its terms; or
- (e) an early redemption of the Funding Bond for tax reasons in accordance with its terms; or
- (f) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals in respect of the Funding Bond; or
- (g) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates in respect of the Funding Bond; or
- (h) a postponement or other deferral of a date or dates for either the payment or accrual of interest or the payment of principal or premium in respect of the Funding Bond.

Funding Bond Event Determination Date means the day during the Notice Delivery Period on which both the Funding Bond Event Notice and the Notice of Publicly Available Information are delivered to the Clearing System and/or the Noteholders

Funding Bond Event Notice means an irrevocable notice that is effective during the Notice Delivery Period delivered by or on behalf of the Issuer to the Clearing System and/or the Noteholders informing the Noteholders that a Funding Bond Event has occurred. A Funding Bond Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Funding Bond Event has occurred. The Funding Bond Event that is the subject of a Funding Bond Event Notice need not be continuing on the Funding Bond Event Determination Date. If a Funding Bond Event Notice contains Publicly Available Information, such Funding Bond Event Notice will also be deemed to be a Notice of Publicly Available Information

Funding Bond Issuer means the Royal Bank of Scotland PLC, or its successor

Funding Bond Market Value means the market value, denominated in the Specified Currency, obtained by the Issuer in the bond market of the Funding Bond in an aggregate face amount equal to the Outstanding Aggregate Nominal Amount as of the corresponding Funding Bond Event Determination Date, plus any amount paid on a partial or total early redemption of such Funding Bond and/or cash value of securities exchanged for such Funding Bond as the case may be. The market

value in the bonds market of the Funding Bond will be based on the highest Full Quotation obtained by the Calculation Agent from at least three Dealers on a Business Day selected by the Calculation Agent, expressed as a percentage of the Funding Bond's face amount. If the Calculation Agent is unable to obtain Full Quotations from at least three Dealers on such Business Day, it shall, on the following Business Day, again attempt to obtain a Full Quotation from at least three Dealers and if it obtains at least one Full Quotation on such day, the market value of the Funding Bond shall be based on such obtained Full Quotation. If the Calculation Agent is unable to obtain any Full Quotation on the second Business Day, it shall, on the following Business Day, again attempt to obtain a Full Quotation from at least three Dealers and if it obtains at least one Full Quotation on such day, the market value of the Funding Bond shall be based on such obtained Full Quotation. If the Calculation Agent is unable to obtain any Full Quotations for 3 consecutive Business Days, the Funding Bond Market Value shall be zero. The market value determination of the Funding Bond will be carried out by the Issuer as soon as reasonably practicable and no later than 15 Business Days following the Funding Bond Event Determination Date

Funding Bond Price means the percentage figure calculated by dividing (x) the Funding Bond Market Value by (y) the Outstanding Aggregate Nominal Amount as of the Funding Bond Event Determination Date

Last Funding Bond Event Occurrence Date means the fourth (4th) Business Day preceding the Scheduled Maturity Date

Launch Date means the Effective Date

Market Value Determination Date means the Business Day on which the Calculation Agent determines the Funding Bond Market Value

Notice Delivery Period means the period from and including the Effective Date to and including the Scheduled Maturity Date

Notice of Publicly Available Information means an irrevocable notice delivered by or on behalf of the Issuer that cites Publicly Available Information confirming the occurrence of the Funding Bond Event described in the Funding Bond Event Notice. If a Funding Bond Event Notice contains Publicly Available Information, such Funding Bond Event Notice will also be deemed to be a Notice of Publicly Available Information

Outstanding Aggregate Nominal Amount means the product of the Specified Denomination and the Notes held by any Noteholders other than the Issuer or its affiliates

Public Source means each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Funding Bond Issuer is organised and any other internationally recognised published or electronically displayed news sources)

Publicly Available Information means information that reasonably confirms any of the facts relevant to the determination that the Funding Bond Event described in the Funding Bond Event Notice has occurred and which:

- (a) has been published in or on not less than two Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information; provided that if the Calculation Agent or any of its affiliates is cited as the sole source of such information, then such information shall not be deemed to be a Publicly Available Information unless the Calculation

Agent or its affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent for the Funding Bond; or

- (b) is information received from or published by the Funding Bond Issuer or a trustee, fiscal agent, administrative agent, clearing agent or paying agent for the Funding Bond; or
- (c) is information contained in any petition or filing instituting a proceeding against or by the Funding Bond Issuer seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or presented for its winding-up or liquidation, where any such proceeding or petition instituted or presented against the Funding Bond Issuer (a) results in a judgement of insolvency or bankruptcy or the entry of an order for relief of the making of an order for its winding-up or liquidation or (b) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; or
- (d) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.

In the event that the Calculation Agent is (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent for the Funding Bond and (ii) a holder of the Funding Bond, the Calculation Agent shall be required to deliver a certificate signed by a managing director (or other substantively equivalent title) of the Calculation Agent, which shall certify the occurrence of a Funding Bond Event.